

DEED

Deed No. 1546

Rec. 11/16/40

Book 480 Page 564 Riv. Co.

THIS INDENTURE, made and entered into this 21st day of October, 1940, by and between H. V. Hoffman and Louisa B. Hffman, his wife, parties of the first part, and CITY OF RIVERSIDE, A municipal corporation, party of the second part;

WITNESSETH: That for a valuable consideration, including the sum of \$100.00 to them in hand paid, receipt of which is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey to the party of the second part, for road purposes, all that certain property situate in the City of Riverside, County of Riverside, State of California, and described as follows:

A portion of Lot 18, Van Buren Heights, as shown by map on file in map Book No. 8, Page 3, records of Riverside County, California, more particularly described as follows, to-wit;

A parcel of land of the width of 80 feet lying 40 feet on each side of the following described center line; Beginning at a point on the center line of Van Buren Avenue, distant South 34° 0' East, 1501.28 feet from center line of Dufferin Avenue, said point being the beginning of a curve tangent to the last course concave to the Northeast and having a radius of 500 feet; thence Southeasterly along said curve through an arc of 40° 0', a distance of 349.07 feet; thence South 74° 0' East, a distance of 233.75 feet to the beginning of a curve tangent to the last course concave to the South and having a radius of 500 feet; thence Southeasterly along said curve through an arc of 15° 51', distance of 138.32 feet; thence South 58° 09' East, a distance of 343.23 feet to the beginning of a curve tangent to the last course concave to the North and having a radius of 500 feet; thence Easterly along said curve through an arc 53° 30', a distance of 466.88 feet; thence North 68° 21' East, a distance of 21.45 feet to the beginning of a curve tangent to the last course concave to the South and having a radius of 500 feet; thence Southeasterly along said curve through an arc 70° 50' and a distance of 618.14 feet; thence South 40° 49' East a distance of 505.95 feet to the beginning of a curve tangent to the last course concave to the along said curve through an arc of 7° 0' a distance of 122.17 feet; thence South 47° 49' East, a distance of 2095.14 feet to the beginning of a curve tangent to the last course concave to the North and having a radius of 500 feet; thence Southeasterly along said curve through an arc of 37° 15' a distance of 325.07 feet; thence South 85° 4' East a distance of 4.59 feet to the Beginning of a curve tangent to the last course concave to the South and having a radius of 500 feet; thence Southeasterly along said curve through an arc of 47° 59' 11" a distance of 418.76 feet Southerly

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City Limits, as shown on the map attached hereto and made a part of this deed.

It is understood that the grantors own a portion only of the above described property and this deed is intended to convey only that portion thereof now owned by the grantors.

It is understood and agreed upon the same considerations hereinbefore set forth, and particularly the sum of \$100.00, receipt of which is hereinbefore acknowledged, that the said grantors do hereby sell, assign and transfer to the said grantee, that certain pump house located on the demised premises, with the full right to destroy or remove the same therefrom.

This deed is made upon the express conditions, intended to be each condition subsequent;

(1) That said lands shall be used for road purposes, and shall be kept and maintained for road purposes, and in the event that they shall cease to be so used, or cease to be so kept, or cease to be so maintained for road purposes, the same shall revert to the grantors, their heirs, executors or assigns.

(2) That the existing private water pipe lines crossing said lands shall be protected from damage, or shall, if necessary, be replaced in a usable condition, by the grantee under any road maintained on said lands, or any part thereof; such existing or replaced water pipe lines shall be protected by grantee from any and all damage arising from the use or occupancy of said lands as a road, and in the event of any damage thereto arising from the use or occupation of said lands as a road, shall be repaired by grantee upon demand, within a reasonable time thereafter. In the event of a violation of any of the provisions hereof with respect to said existing or replaced private water

pipe, by the grantee, its successors, or assigns, said lands shall revert to the grantors, their heirs, executors or assigns.

(3) That grantee shall install and maintain adequate storm drainage under any roadway located on said lands, and all storm drainage facilities installed under said lands shall be adequately maintained and cared for, and in the event that adequate storm drainage shall not be provided or shall not be maintained as hereinbefore provided, said lands shall revert to the grantors, their heirs, successors or assigns.

(4) The grantee shall from time to time on demand of the grantors, and at its own sole cost and expense, release or abandon all interest, in existing roadways, (located on the larger parcel of which the demised premises are a part), or portions of such existing roadways, paralleling the roadway hereby granted, or which are rendered useless, or needless, or unnecessary, by the creation of the roadway hereby granted, and in the event that grantee shall on demand fail or refuse for sixty (60) days to release or abandon such existing roadways or portions of roadways, under the circumstances hereinbefore set forth, the said lands hereby demised shall revert to the grantors, their heirs, successors or assigns. In construing this paragraph or any matters governed by it, a liberal construction shall be followed to effect the objects and purposes hereof and not a strict construction in favor of the grantee.

(5) It is agreed that the construction or improvement of the premises hereby demised as a roadway all surplus earth arising from cuts, not employed in making or completing fills, shall be placed on the larger parcel of which the demised premises are a part and if so placed shall be placed in such manner as to hold and save harmless the said grantors from the expense of spreading the same so as to make such

surplus earth conform to the contours of the lands upon which the same is placed.

(6) The grantee agrees that no special assessments shall be levied against or upon the larger tract belonging to the grantors of which the demised premeises are a part for the purpose of improving the said demised premises, and in the event of any violation of this covenant the said demised premises shall revert to the grantors, their heirs, executors or assigns.

Said grantors ecpressly reserve herefrom the right to use such protions of the demised premsies, as shall at any time be not used for road purposes, in such manner as shall not interfers with the portion hereof used for road purposes. Grantors particularly reserve the right to connect public or private roadways with said demised premises and any roadway extablished thereon.

Grantors also expressly reserve herefrom all oil, gas, water and mineral rights in and to said demised premises, with the right to extmact any of said substances therefrom, so long as the process of extraction shall not injure or interfere with the use of said demised premises as a roadway.

Grantors also expressly reserve an easement over said premises for all existing private water pipes or lines thereunder, and for all private water pipes or lines replaced thereunder pursuant to the conditions hereof.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

H. B. Hoffman

Louisa B. Hoffman

DEED

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THIS INDENTURE, made and entered into this 21st day of October, 1940, by and between H. V. HOFFMAN and LOUISA B. HOFFMAN, his wife, parties of the first part, and CITY OF RIVERSIDE, a municipal corporation, party of the second part;

WITNESSETH: That for a valuable consideration, including the sum of \$100.00 to them in hand paid, receipt of which is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey to the party of the second part, for road purposes, all that certain property situate in the City of Riverside, County of Riverside, State of California, and described as follows:

A portion of Lot 18, Van Buren Heights, as shown by map on file in Map Book No. 8, page 3, records of Riverside County, California, more particularly described as follows, to-wit:

A parcel of land of the width of 80 feet lying 40 feet on each side of the following described center line: Beginning at a point on the center line of Van Buren Avenue, distant South 34° 0' East, 1501.28 feet from center line of Dufferin Avenue, said point being the beginning of a curve tangent to the last course concave to the Northeast and having a radius of 500 feet; thence Southeasterly along said curve through an arc of 40° 0', a distance of 349.07 feet; thence South 74° 0' East, a distance of 233.75 feet to the beginning of a curve tangent to the last course concave to the South and having a radius of 500 feet; thence Southeasterly along said curve through an arc of 15° 51', a distance of 138.32 feet; thence South 58° 09' East, a distance of 343.23 feet to the beginning of a curve tangent to the last course concave to the North and having a radius of 500 feet; thence Easterly along said curve through an arc 53° 30', a distance of 466.88 feet; thence North 68° 21' East, a distance of 21.45 feet to the beginning of a curve tangent to the last course concave to the South and having a radius of 500 feet; thence Southeasterly along said curve through an arc 70° 50' and a distance of 618.14 feet; thence South 40° 49' East a distance of 505.95 feet to the beginning of a curve tangent to the last course concave to the North and having a radius of 1000 feet; thence Southeasterly along said curve through an arc of 7° 0' a distance of 122.17 feet; thence South 47° 49' East, a distance of 2095.14 feet to the beginning of a curve tangent to the last course concave to the North and having a radius of 500 feet; thence Southeasterly along said curve through an arc of 37° 15' a distance of 325.07 feet; thence South 85° 4' East a distance of 4.59 feet to the beginning of a curve tangent to the last course concave to the South and having a radius of 500 feet; thence Southeasterly along said curve through an arc of 47° 59' 11" a distance of 418.76 feet to the City Limits, as shown on the map attached hereto and made a part of this deed.

1546

1           It is understood that the grantors own a portion only of  
2 the above described property and this deed is intended to convey only  
3 that portion thereof now owned by the grantors.

4           It is understood and agreed upon the same considerations  
5 hereinbefore set forth, and particularly the sum of \$100.00, receipt  
6 of which is hereinbefore acknowledged, that the said grantors do  
7 hereby sell, assign and transfer to the said grantee, that certain  
8 pump house located on the demised premises, with the full right to  
9 destroy or remove the same therefrom.

10           This deed is made upon the express conditions, intended  
11 to be each condition subsequent:

12           (1) That said lands shall be used for road purposes, and  
13 shall be kept and maintained for road purposes, and in the event  
14 that they shall cease to be so used, or cease to be so kept, or cease  
15 to be so maintained for road purposes, the same shall revert to the  
16 grantors, their heirs, executors or assigns.

17           (2) That the existing private water pipe lines crossing  
18 said lands shall be protected from damage, or shall, if necessary,  
19 be replaced in a usable condition, by the grantee under any road  
20 maintained on said lands, or any part thereof; such existing or re-  
21 placed water pipe lines shall be protected by grantee from any and  
22 all damage arising from the use or occupancy of said lands as a road,  
23 and in the event of any damage thereto arising from the use or occu-  
24 pation of said lands as a road, shall be repaired by grantee upon  
25 demand, within a reasonable time thereafter. In the event of a vio-  
26 lation of any of the provisions hereof with respect to said existing  
27 or replaced private water pipe, by the grantee, its successors, or  
28 assigns, said lands shall revert to the grantors, their heirs,  
29 executors or assigns.

30           (3) That grantee shall install and maintain adequate storm  
31 drainage under any roadway located on said lands, and all storm  
32 drainage facilities installed under said lands shall be adequately

1 maintained and cared for, and in the event that adequate storm  
2 drainage shall not be provided or shall not be maintained as herein-  
3 before provided, said lands shall revert to the grantors, their heirs,  
4 successors or assigns.

5 (4) The grantee shall from time to time on demand of the  
6 grantors, and at its own sole cost and expense, release or abandon  
7 all interest, in existing roadways, (located on the larger parcel of  
8 which the demised premises are a part), or portions of such existing  
9 roadways, paralleling the roadway hereby granted, or which are render-  
10 ed useless, or needless, or unnecessary, by the creation of the road-  
11 way hereby granted, and in the event that grantee shall on demand  
12 fail or refuse for sixty (60) days to release or abandon such existing  
13 roadways or portions of roadways, under the circumstances herein-  
14 before set forth, the said lands hereby demised shall revert to the  
15 grantors, their heirs, successors or assigns. In construing this  
16 paragraph or any matters governed by it, a liberal construction shall  
17 be followed to effect the objects and purposes hereof and not a strict  
18 construction in favor of the grantee.

19 (5) It is agreed that the construction or improvement of  
20 the premises hereby demised as a roadway all surplus earth arising  
21 from cuts, not employed in making or completing fills, shall be placed  
22 on the larger parcel of which the demised premises are a part and if  
23 so placed shall be placed in such manner as to hold and save harmless  
24 the said grantors from the expense of spreading the same so as to make  
25 such surplus earth conform to the contours of the lands upon which  
26 the same is placed.

27 (6) The grantee agrees that no special assessments shall  
28 be levied against or upon the larger tract belonging to the grantors  
29 of which the demised premises are a part for the purpose of improving  
30 the said demised premises, and in the event of any violation of this  
31 covenant the said demised premises shall revert to the grantors,  
32 their heirs, executors or assigns.

1 Said grantors expressly reserve herefrom the right to use  
2 such portions of the demised premsies, as shall at any time be not  
3 used for road purposes, in such manner as shall not interfere with  
4 the portion thereof used for road purposes. Grantors particularly  
5 reserve the right to connect public or private roadways with said  
6 demised premises and any roadway established thereon.

7 Grantors also expressly reserve herefrom all oil, gas,  
8 water and mineral rights in and to said demised premises, with the  
9 right to extract any of said substances therefrom, so long as the  
10 process of extraction shall not injure or interfere with the use of  
11 said demised premises as a roadway.

12 Grantors also expressly reserve an easement over said  
13 premises for all existing private water pipes or lines thereunder,  
14 and for all private water pipes or lines replaced thereunder pursuant  
15 to the conditions hereof.

16 IN WITNESS WHEREOF, the parties of the first part have  
17 hereunto set their hands the day and year first above written.

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21 State of California )  
22 County of Los Angeles) ss:

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24 On this 21<sup>st</sup> day of October, 1940, before me, the undersign-  
25 ed Notary Public in and for the County of Los Angeles, State of Calif-  
26 ornia, residing therein, duly commissioned and sworn, personally  
27 appeared H. V. Hoffman and Louisa B. Hoffman, his wife, personally  
28 known to me to be the same persons whose names are subscribed to and  
29 who executed the same freely and voluntarily.

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IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal at my office in Los Angeles, in the said County, the day and  
year in this certificate first above written.

(SEAL)

Eugene Best  
Notary Public in and for said  
County and State

The above instrument approved  
as to form.

Eugene Best  
CITY ATTORNEY OF THE  
CITY OF RIVERSIDE, CALIF.



RESOLUTION NO. 3438 (NEW SERIES)

RESOLUTION OF THE COUNCIL OF THE CITY OF  
RIVERSIDE, CALIFORNIA, ACCEPTING A DEED.

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RESOLVED, that that deed dated October 21, 1940, from H. V. HOFFMAN and LOUISA B. HOFFMAN, his wife, granting to the City of Riverside, a municipal corporation, a strip of land 80 feet in width, situate in the City of Riverside, County of Riverside, State of California, being a portion of Lot 18, Van Buren Heights, as shown by map on file in Map Book No. 8, page 3, records of Riverside County, California, for road purposes, be, and the same is hereby, accepted.

I, G. Albert Mills, City Clerk of the City of Riverside, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted by the Council of said City, at its meeting held on the 29th day of October, 1940, by the following vote:

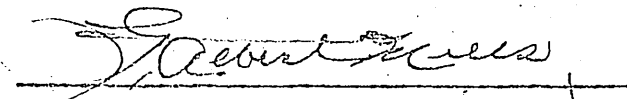
Ayes: Councilmen Williams, Carter, Barger, Dales, Rathgeber and  
Harris.

Noes: None.

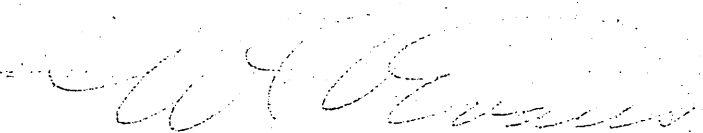
Absent: None.

Vacancy: One.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Riverside, California, this 29th day of October, 1940.

  
\_\_\_\_\_  
City Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 29th day of October, 1940.

  
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Mayor of the City of Riverside.

BOOK OF RECORD

NOV 10 1903

Y. collect Phil 203

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NOV 10 1903

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